REMARKS

Claims 1-27 are currently pending in the instant application. Claims 3, 4, 7, 19, 20, and 23 have been amended. Applicant thanks the Examiner for accepting the replacement drawings as filed on March 1, 2002.

Claim Rejections – 35 U.S.C. §112

Claims 7 and 23 are rejected under 35 U.S.C. § 112, second paragraph. In making the rejection, the Examiner argued that there is insufficient antecedent basis for aspects of the claim. The amendments set forth above render the Examiner's rejection moot, and Applicant respectfully requests that the Examiner withdraw the rejection.

Claim Rejections – 35 U.S.C. §103(a)

Claims 1, 10, 12, 17 and 26 are rejected under 35 U.S.C. §103(a) as being unpatentable over Pensak et al. (U.S. Patent 6,289,450) in view of Marvit et al. (U.S. Patent 6,625,734). In the Office Action, the Examiner concedes that Pensak does not teach or suggest wrapping or encrypting a data file within an executable file adapted to unwrap or decrypt the data file. However, the Examiner asserts that Column 5, lines 35-56 and Column 7, lines 35-39 of Marvit teach this aspect of Applicant's claimed invention. Applicant respectfully traverses the rejection for at least the reasons set forth below. Column 5, lines 35-56 and Column 7, lines 35-39 of Marvit teach generating an storing a unique message ID and unique key and providing the message ID and associated key to a first user. The first user encrypts the message to be sent to a second user using the key to generate an encrypted message. The first user then destroys, or otherwise makes unusable, its local copy of the key. The first user then provides both the encrypted message and the message ID to the second user over a link, which may include the Internet or other communications network. Marvit clearly does not teach or suggest wrapping or encrypting a data file within an executable file generally, or an executable file adapted to unwrap or decrypt the data file as recited in Applicant's independent Claims 1, 12, 16, and 17. It is well established that, in order to show obviousness, all limitations must be taught or suggested by the prior art. In Re Boyka, 180 U.S.P.Q. 580, 490 F.2d 981 (CCPA 1974); MPEP § 2143.03. It is error to ignore specific limitations distinguishing over the references. In Re Boe, 184 U.S.P.Q.

38, 505 F.2d 1297 (CCPA 1974); In Re Saether, 181 U.S.P.Q. 36, 492 F.2d 849 (CCPA 1974); In Re Glass, 176 U.S.P.Q. 489, 472 F.2d 1388 (CCPA 1973). Neither Marvit nor Pensak teach or suggest all limitations of Applicant's claimed invention, and Applicant therefore respectfully requests that the Examiner withdraw the rejection.

Claims 2-7, 11, 13, 18-23 and 27 are rejected under 35 U.S.C. §103(a) as being unpatentable over Pensak in view of Marvit, and further in view of Bostley, III et al. (U.S. Patent 6,201,871). Claims 8, 14 and 24 are rejected under 35 U.S.C. §103(a) as being unpatentable over Pensak in view of Marvit, and further in view of Wilfong (U.S. Patent 5,754,652). Claims 9, 15 and 25 are rejected under 35 U.S.C. §103(a) as being unpatentable over Pensak in view of Marvit, and further in view of Bostley, and further in view of Girolomo Cardano (Grilles). Claims 2-11 depend from Claim 1, Claims 13-15 depend from Claim 12, and Claims 18-27 depend from Claim 17. The Court of Appeals for the Federal Circuit has consistently held that where a claim is dependent upon a valid independent claim, the independent claim is *a fortiori* valid because it contains all the limitations of the independent claim plus further limitations. See, e.g., Hartness Intern. Inc. v. Simplimatic Engineering Co., 819 F.2d 1100, 1108 (Fed. Cir. 1987). Applicant reasserts the arguments above for each of Claims 12 and 13, and respectfully requests that the Examiner find the claims patentable over Kagoura. Applicant therefore asserts that Claims 2-11, 13-15, and 18-27 are patentable for at least the reasons set forth above with respect to the claims from which they depend.

Claim 16 is rejected under 35 U.S.C. §103(a) as being unpatentable over Goldfine et al. (U.S. Patent 5,343,529) in view of Marvit. As with the rejection of Claims 1, 10, 12, 17 and 26 the Examiner has asserted that Marvit teaches wrapping or encrypting a data file within an executable file adapted to unwrap or decrypt the data file only upon activation by a unique code. Applicant reasserts the arguments set forth above with respect to Marvit, and respectfully requests that the Examiner withdraw the rejection.

Response to Initial Office Action dated October 18, 2005   Serial No.: 09/994,919
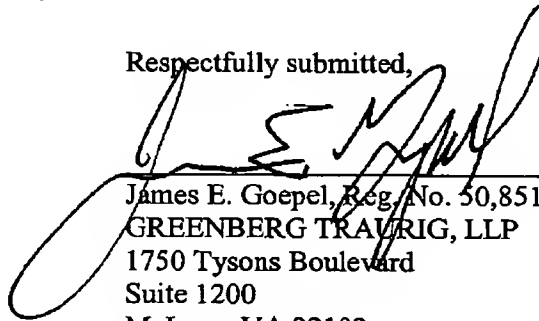Examiner: DOAN, Trang T.   Atty. Docket No.: 46354.010500

C O N C L U S I O N

Having responded to all objections and rejections set forth in the outstanding Office
Action, it is submitted that Claims 1-27 are in condition for allowance and Notice to that effect is
earnestly solicited. Additional distinctions may exist between the invention as recited in the
pending claims and the references cited by the Examiner, and Applicant respectfully reserves the
right to assert these arguments in response to a future Office Action. In the event that the
Examiner is of the opinion that a brief telephone or personal interview would facilitate allowance
of one or more of the above claims, he is courteously requested to contact Applicant's
undersigned representative.

Submitted herewith is a Petition for an Extension of Time with authorization for the
Commissioner to charge the $60 extension fee (for one month) to our Deposit Account No.
50-0653. The Commissioner is further authorized to charge any deficiency or credit any
overpayment to Deposit Account No. **50-0653**.

Respectfully submitted,

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